

Residential Tenancies Tribunal

Application 2025-0136-NL & 2025-0190-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was held at 9:03 AM on 7 April 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended. [REDACTED] did not attend.
3. The respondent and counter-applicant, [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, attended.

Preliminary Matters

4. The landlords submitted an affidavit (L#1) with the application stating the tenant had been served via registered mail ([REDACTED]) at approximately 8:50 AM on 19 March 2025. The tenant did not dispute this service. In accordance with the *Residential Tenancies Act, 2018*, this is considered good service.
5. The tenant testified she did serve the respondents her application and evidence but did not supply a sworn affidavit of service prior to the hearing. The landlords testified they did not receive the application and evidence of the tenant. After being informed what the tenant’s application was seeking, the landlords waived their 10-day rule and wished to proceed with the hearing. As the tenant was properly served and the landlords waived their rights, and as any further delay in these proceedings would unfairly disadvantage both parties, I proceeded with the hearing in relation to both applications.
6. There is a written fixed term rental agreement (T#1) which commenced on 1 August 2024 with rent set at \$1065.00, due on the first of each month. A security deposit of \$798.75 was collected on 4 July 2024 and remains in possession of the landlords.

7. The tenant amended the application to include hearing expenses, and advised she did not wish to seek compensation for utilities. The landlords amended their application to include hearing expenses in the amount of \$40.06.

Issues before the Tribunal

8. The tenant is seeking the following:
- Validity of Notice
 - Hearing expenses in the amount of \$20.00
9. The landlords are seeking the following:
- Order of vacant possession
 - Hearing expenses in the amount of \$40.06

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018 (the Act)*.
11. Also relevant and referred to in this decision are Sections 18, 29, 34 and 35 of the *Act*, along with Policy 12-001 of the Residential Tenancies Program.

Issue 1: Vacant Possession of the Rental Premises/ Validity of Notice

Landlord Position

12. The landlords testified there is a fixed term rental agreement which began on 1 August 2024. The landlords stated on 30 December 2024, the tenant was personally served a *Landlord's Notice to Terminate - Standard* by an employee of [REDACTED] with a request for the tenants to vacate by 31 March 2025. Along with their application, the landlords supplied this termination notice (L#3).
13. The landlords testified that as of the date of the hearing the tenant remained in the rental premises.

Tenant Position

14. The tenant did not dispute being issued the termination notice on 30 December 2024 but stated this notice was placed under the door of the rental premises. Along with her application, the tenant supplied a copy of the fixed term rental agreement (T#2). She stated they were being evicted because they had

contacted the landlord about concerns with mold in the rental unit in December 2024.

15. The tenant stated there had been concerns with mold in the rental unit since she had taken occupancy and there had been situations when her and her husband moved some of their personal belongings to another location due to the mold. She stated [REDACTED] did have a contractor attend the rental premises on four occasions and after the fourth visit, she was given a bill in the amount of \$414.00. After receiving this bill, the tenant stated she contacted the landlord and advised she was not responsible for these monies. The next day, they were issued a termination notice. She stated this was in retaliation to their requests regarding concerns with mold and her informing the landlord they were not financial responsible to pay the contractor's bill. The tenant expressed concerns with being issued a termination notice, financial and disability concerns with her and her husband, and the lack of other potential living accommodations.

Analysis

16. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which states:

Notice of termination of rental agreement

18. (2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises

.....

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term;

....

17. On examination of the rental agreement (T#2), I find the fixed term rental agreement began on 1 August 2024 with a stated end dated of 31 July 2025. Generally, a landlord cannot terminate a fixed term lease before the agreed upon term expires, unless there is a breach of the rental agreement or the *Act*, or the landlord and tenant mutually agree to end the lease early as per section 18(5). The termination notice issued to the tenants (L#3) on 30 December 2024 had a termination date of 31 March 2025. The date of termination identified on the notice, is before the end of the fixed term which is set at 31 July 2025.
19. According to the reasons identified above, I find the termination notice issued by the landlord is not a valid notice. As the notice has been deemed invalid, no further analysis regarding the tenants claim of retaliation is required.

Decision

20. The landlord's termination notice is not a valid notice.

Hearing Expenses

21. The tenant offered evidence of the application fee (T#3) in the amount of \$20.00. As the tenant's application succeeds, in accordance with Residential Tenancies Program Policy 12-001, the tenant's claim for hearing expenses succeeds in the amount of \$20.00.

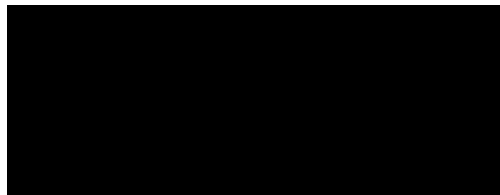
Summary of Decision

22. The landlord's termination notice issued on 30 December 2024 is not a valid notice.

23. The tenant is entitled to hearing expenses in the amount of \$20.00.

17 April 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office